

For Sevier River File.

OFFICE OF
SEVIER RIVER
WATER COMMISSIONER

Richfield, Utah.
Dec. 28, 1940.

Mr. T. H. Humphreys,
Utah State Engineer,
Salt Lake City, Utah.

Dear Sir;

During the past year, by that I mean the past Irrigation Season, there has been a lot of controversy over the delivery of water from Coyote Creek in Garfield County. This controversy has no doubt been caused by the fact that certain agreements of the water users themselves which affects their water rights have been entered into. But these agreements were of an oral nature or the agreements if written, have been destroyed and the affect of these agreements have never been carried into court decrees so that their effect could have been made a matter of record. In other words, the cause of this controversy is the fact that the rights of the various water users has not been understood.

In the early spring it became apparent that there would be water troubles in the distribution of water from Coyote Creek and therefore on April 16, 1940 Mr. W. C. Cole and myself went to that locality and met with a lot of the water users and explained our understanding of the water rights of Coyote Creek as set out in the Final Decree Adjudicating the Sevier River System in Case 843. These rights are set out on pages 11, 17 and 50 of this Decree which will hereafter be referred to as the Cox Decree.

These rights were set out in my letter to you of Mar. 27, 1940 but they are here again set out for clearness sake.

	<u>Primary rights</u>	<u>Primary</u>	<u>4th Class rights</u>
Page 11	C. L. King, Jr.	164 cfs	0.80 cfs page 17
" 11	Riddle Ditch Company	2.56 cfs - - -	1.40 " " 17
" 11	Bench Irrig. Company	5.21 " - - -	2.00 " " 17
	Totals - - - -	9.41 - - -	4.20

Also, on page 50 of the Cox Decree the Bench Irrigation Company is given 11.34 cfs under an application with a priority of Apr. 8, 1921.

The main contention on these rights was between those who own water under the application and the others. The users owning water under the application claimed their right was as good as the primary right because they had continually been using water right along with the primary right owners and by reason of this usage they had obtained a right. They also claimed that their application right was superior to the right of the 4th class right. This they claimed was by reason of the fact that at the time the application was made the water that should have gone to fill the 4th class right bank in the stream bed of Coyote Creek. And that an application for water was made to the State Engineer at which time the Bench canal was enlarged, the surplus over and above the primary right was taken into the canal and was saved because there was much less seepage in the Bench Canal than in the Coyote Creek stream bed. The claimed that at the time this application was made there was an agreement made between the Bench Irrigation Company and the owners of the C. L. King, Jr right and the Riddle Ditch Company right. That by

the terms of this agreement the Bench Irrigation Company agreed to take the water belonging to these two last named rights out of Coyote Creek, transport it through the Bench Canal and deliver 100% of the primary rights held by these people at their respective points of diversion. And that in payment for this service the Bench Irrigation Company was to have all the 4th class rights of these parties. This was to go to fill the right covered by the application. (Noted above). It was the contention of the owners of 4th Class rights that no such agreement had been made which deprived them of any water. Mr. Cole and I on the date above mentioned held that we could not go back of the Cox Decree, that the contention that there was an agreement as mentioned above if a fact should have been incorporated in the Cox Decree, that the parties to this Decree had had their day in court, and that therefore the 4th Class rights were superior to the right of the application.

At about this time strong representations were made to the State Engineer regarding these rights, and I understand that his records were searched diligently for any idea regarding the saving of water ~~idea~~ as expressed above and any connection between this idea and the application above noted. And about this time I was in the office of the State Engineer and it was decided that a diligent search was to be made for any testimony regarding the agreement above referred to. The State Engineer instructed me to get in touch with any previous water users or present ones who might have any knowledge regarding it. And in conformance with this instruction diligent search was made with the following results;

June 29th, 1940. I interviewed J. M. (Cilny) Riddle who resides at St George. He stated that he was the former owner of the Gus Lamson and Herman Black Ranches under the Riddle Ditch. That he moved to Antimony and purchased this ranch in 1910. That he never knew of any 4th Class or high water rights on Coyote Creek. That he always thought the people on Coyote Creek used water that did not belong to them or that was not decreed to them. That the Bench Canal Company agreed to deliver them their water. This he thought was about 3 cfs of water. He did not know if the application was made as a savings application or whether it was for surplus water.

This testimony seemed to indicate that there was formerly an agreement which obligated the Bench Company to deliver about 3 feet of water which is a little more than the Primary right.

On June 29th I interviewed Mr. John H. Clark, Engineer who had prepared the Proof for the application. He said as follows: He did not know that the Bench Irrigation Company agreed to deliver Primary rights to the King and Riddle users at their respective heads. He says he thinks the Class 4 rights should be delivered before application water, but is not clear as to this. He produced a signed agreement made by the stockholders of the Bench Irrigation Company dated at Antimony, Utah Jan. 16, 1922 which is herewith produced. This agreement (Original copy) is now in Mr. Clark's hand. it is as follows;

Antimony, Utah 1/16/ 22.

We, the undersigned members of and owners of stock in the Bench Irrigation Company do hereby bind ourselves to the following agreement in relation to the business of said company:

- 1: That the map and written proof of our lands showing 963 acres of land calling for water under proof of appropriation pertaining to application No. 2452 & c - 643, be and is hereby approved by us as a whole.
- 2: That authority is hereby given our officers and engineer to resubmit said map and written proof to the State Engineer at their discretion.

3: That we do hereby individually and as a whole bind ourselves to support, without protest, the acceptance by the State Engineer of said map and proof.

4: That when the certificate of appropriation which will give us only such water as is not already decreed to us, is finally issued to us and recorded we will incorporate on the basis of said certificate plus our decreed water.

5: That no man may own more stock than at the rate of 1 share per acre of land actually irrigated.

6: That a committee of the company will measure the land for the distribution of shares.

7: That the surplus stock, if any, will be held by the company to be purchased by individuals as necessary to cover increased acreage of cultivated lands, the purchase price to be according to the cost to the company but not to be valued at less than \$ 5.00 per ~~acre~~ share for land cultivated subsequent to issuance of the certificate of appropriation by the State Engineer.

In agreement herewith we have this day and year above written appended our signatures.

R. O. Warner
A. Z. Davis
Wm. R. Young
L. V. Carpenter

C. E. Bowen, Jr.
Wm. Black
J. R. Jolley
Lawrence Gates

Joseph A Stewart
Chas. A. Riddle
Benj. L. Mathews
Alonzo Black
Grover C Orton

The above agreement was written in the handwriting of Joseph- John H. Clark and signed in the handwriting of the above individuals.

Copied From the original July 1, 1940 by J. Lerue Ogden, Sevier River Water Commissioner.

June 28, 1940. On this date I interviewed Herman Black purchaser of part of the J. M. (Cilny) Riddle ranch under the Riddle ditch.

He says as follows;

He does not know of any agreement between the Riddle Ditch Co. users, C L King and the Bench Irrigation Company but does know that 2.56 cfs plus losses to head of the Riddle Ditch is all they have got from the Bench Irrigation for many years. He says that 0.5 cfs has been allowed by the Bench Irrigation Company for losses from the Bench Canal to the head of the Riddle Ditch.)

That he does not know whether the application made by the Bench Irrigation Company was made to apply for surplus water in Coyote Creek or for the application for water saved in seepage.

That he is ready to accept his share of 2.56 cfs delivered at the head of the Riddle Ditch only in periods of what he calls high water.

June 28, 1940. On this date I interviewed Mr. Gus. Lamson who purchased part of the J. M. (Cilny) Riddle ranch under the Riddle Ditch.

He says: That Cilny Riddle told him that there was 4th Class water in Coyote Creek and that he had some of this coming to him and that the Riddle Ditch had used as much as possible of this 4th Class water.

And that he was demanding his share of it under the Riddle Ditch.

June 28, 1940. On this date I interviewed Mr. Levi King of Antimony wh states as follows:

That the Bench Canal was built and water diverted first in 1895. This canal was enlarged about 1909 at which time all the water was taken out of Coyote Creek and the Riddle Ditch Company water was returned to Coyote Creek together with the King water through the Riley Young tract of ground. Later it was turned back to the Coyote Creek through the middle of the Milo Warner tract and later still along the west end of the Milo Warner tract where it now goes, but in each of these cases the water was measured at the head of the Riddle Ditch and the Head of the King Ditch. That the 4th Class rights were not known or used except in the early spring during periods of high water and therefore the water measured to the Riddle and King people was the primary water owned by them. He stated that the water users under the Riddle Ditch are Herman Black, Gus Lamson, Charles Riddle and Merrill King.

The following paragraph was copied from the Articles of Incorporation of the Bench Irrigation Company. Mr. Milo Warner, present President of the Company was custodian of these articles.

"For the purpose of distribution of water to the stockholders, measurement shall be made at the head of the canal. When the amount of water flowing at the point of measurement shall be equal to or less than 5.21 second feet of water, the entire flow of water shall be delivered to and prorated among holders of Class A stock. When the flow at the point of measurement shall exceed 5.21 second feet, the excess over 5.21 second feet shall be delivered to and prorated holders of Class B stock and 5.21 second feet shall be delivered to and prorated among holders of Class A stock".

June 28, 1940 On this date I interviewed J. L. Smoot, merchant of Antimony wh says;

That it was his understanding that the Bench canal was enlarged some time after the original canal was built, and that at the time of this enlargement an oral agreement was reached between the Bench Irrigation Company and the Riddle Ditch and King people whereby the Bench Canal would divert all the water belonging to themselves and the Riddle & King interests into the Bench Canal and would then deliver the primary rights water that is 2.56 cfs and 1.64 cfs to the head gates of the Riddle and King ditches respectively. That his knowledge was to the effect that this agreement had been in force at all times since it was first consummated.

L. W. Jones, former Sevier River Water Commissioner states that he does not know of any agreement between these water users.

June 28, 1940. On this date I interviewed George R. Johnson, an old time resident and farmer of Antimony and a farmer under the Riddle ditch in its early history. He says;

That about the time of the Morse Decree (1906) the Bench Canal was enlarged and from that time and on all the water of Coyote Creek, except in periods of high water, was diverted in to it and the primary water belonging to the Riddle Ditch and the King people was delivered to the heads of their respective ditches. That Charles Riddle told him something about 4th Class rights but they were never delivered and also that they had enough water on the farm he operated.

June 28, 1940. On this date I interviewed Milo Warner and Glen Crabb. Mr Warner is the present President of the Bench Irrigation Company and Mr. Crabb is the present watermaster. These people say;

That the Bench Canal was built at least 50 years ago and was subsequentl enlarged so that it could hold the whole stream of Coyote Creek except in periods of high water. That since this enlargement the water delivery had been made according to an agreement between the Bench Irrigation Company and the Riddle Ditch Company and the owners of the King water. That this agreement was to the effect that the

Bench Irrigation Company would divert all the water of Coyote Creek, except in periods of high water, into the Bench Canal and would deliver 2.56 cfs to the Riddle Ditch Company at its point of diversion and 1.64 cfs to the Point of diversion of the King Ditch. These quantities, viz 2.56 and 1.64, being the primary rights of the Riddle Ditch Company and the King people respectively. And that the balance of the water diverted would belong to the Bench Irrigation Company. That at first or immediately after signing the Making the above agreement the water for the Riddle Ditch Company was turned out of the Bench Canal and ran down through the land now belonging to Riley Young. Later it went through the middle of the land now owned by Milo Warner and still later it was turned out of the Bench Canal lower down and turned down a ditch at the West side of the land now owned by Milo Warner. This last location is the location of the ditch as it now exists. That the Riddle Ditch people and the King people have always been turned the above mentioned quantities except for a flush in the early spring when Coyote Creek was running high. That they do not know whether the agreement was oral or written, but that it has always been adhered to.

On June 28, 1940 I interviewed Robert F. Hall an earl resident of Antimony. He says;

That he bought the Riddle Ranch 18 years ago. This ranch is under the Riddle Ditch. That it was his understanding that when the Bench Canal was enlarged the Bench people agreed to deliver 2.56 feet of water at the head of the Riddle Ditch. That the 4th Class rights were never used or needed while he was on this ranch. That at a later date Brice Mc Bride, Sevier River Water Commissioner, suggested that the stream belonging to the Riddle Ditch be measured at the point where it was turned out of the Bench Canal. And that at this time it was agreed that 3 second feet of water would be turned out of the Bench Canal to take care of First, the losses of transmission to the head of the Riddle Ditch and second, to supply 2.56 second feet of water at the head of the Riddle Ditch. That Cilny Riddle, his predecessor told him they were entitled to 2.56 second feet of water at the head of the Riddle Ditch where it was to be measured. That the Bench Canal was built or enlarged at about the time of the Morse Decree. (1906)

The following is a copy of part of the minutes of the Bench Irrigation Company copied by me from a minute book in the custody of Clyde Woodard, present Secretary of the Bench Irrigation Company.

June 10, 1931.

" It was agreed by those present that for the 1931 season and as long as the Levi King 1.5 secft of primary water is delivered through the Riddle Ditch, there shall be no addition over the weir out of the main canal for shrinkage, making a total of 4.56 secft (2.56 secft Riddle, 15 secft Levi King & .4 secft Co. water) which gives a gh of .47 when a 1' crest board is in. When Levi King water is taken out of this ditch a meeting will be held and shrinkage determined on"

Signed Brice McBride
W. C. S. R.

Present ---- Chas Riddle
Geo. R. Johnson
Lorenzo Black
Ward Savg
B. L. Mathews
C. H. Woodard
R. O. Warner.

The above agreement was written in the Handwriting of Brice McBride with which I (J. Lerue Ogden) am familiar.

residing at Torrey, Utah

On July 1, 1940 I made a trip to Torrey, Utah and interviewed Don King, who had been secretary of the Bench Irrigation Company for years during its early history. He stated as follows;

That he had been secretary of the Bench Irrigation Company for many years. That he was well acquainted with the early history of the Bench Irrigation Company. That a few years after the building of the Bench Canal it was enlarged. That at the time of the enlargement an agreement was entered into between the Bench Irrigation people and the Riddle Ditch and Levi King people to the effect that the Bench Irrigation Company would divert all the water of Coyote Creek when it was flowing normally, that it would deliver to the Riddle Ditch people and the King people their full primary right and would keep the balance on account of the fact that much less loss occurred in the Bench Canal than in the bed of Coyote Creek. That sometimes when Coyote Creek was running high a larger stream than primary was delivered to the Riddle and King Ditches but as soon as Coyote Creek High water was over then only the primary rights were delivered to the Riddle and King Ditches. He was not sure whether the agreement above referred to was a written or an oral agreement.

On June 28, 1940 Mr. L. C. Monson, from the office of the State Engineer interviewed L. V. Carpenter, Box 453, Sandy, Utah and on July 3, 1940 made the following report.

July 3, 1940

REL: SEVIER RIVER DISTRIBUTION COYOTE CREEK

Memorandum for office study only, by L. C. Monson

On June 28, 1940 I interviewed Mr. L. V. Carpenter, Box 453, Sandy, Utah regarding the rights on Coyote Creek near Antimony, Utah. In order to find Mr. Carpenter, it is necessary to go east on 10600 South to the next to last farm on this road. Mr. Carpenter has lived in or near Antimony all his life until the last year, and though he is acquainted with and interested in the distribution problem on Coyote Creek, the information he gave was entirely from memory, as follows:

Prior to the Morse Decree, the old original primary rights belonged to the King and Riddle Ditch people, who originally had a dry dam across the Coyote Creek. Also, prior to this decree, the State Engineer made a temporary determination for the division of the water.

About 35 years ago, an agreement was entered into between the King and Riddle Ditch people and the Bench Canal users, to the effect that any water saver in transportation down the Bench Canal, instead of through the Creek channel, could be used by the Bench Canal users. Those signing the agreement are listed below:

Volney King	Deceased
Lon King	Wayne County
L. V. Carpenter	Sandy, Utah.
John Smoot	Deceased
Aus. Wilcox	Idaho
Frank King	Delta, Utah
Roy King	Delta, Utah
John Riddle	Manti, Utah
Charles and Wallace Riddle	

John Riddle works for the Utah Oil Company.

Aus. Wilcox sold his water right to Lon King. This written agreement was held by Lon King and it is believed that it was lost during a fire some years ago.

"The application, under which some rights were acquired was filed by J. H. Clark, Panguitch, Utah in behalf of John Smoot, William Black, Tom King, Orange Warner and L. V. Carpenter. All the original applicants except L. V. Carpenter are deceased, and other people now own these rights.

"Mr. Gilbert Beebe, Lawyer, Piute County was the attorney for the Bench canal people during the litigation at the time of the Morse Decree and it has been their understanding that the Decree granted them 4th Class Primary or a secondary right plus the water saved in transportation through the Bench canal to the King and Riddle Ditches. In the past the water has been thus divided."

The results of the above interviews were transmitted to the State Engineer, Mr. T. H. Humpherys, and on June 30, 1940 Mr. Humpherys over the telephone requested me as water commissioner to divide the water according to the agreement, testified to above. That is to allow the Bench Irrigation Company to divert the water belonging to the Riddle Ditch Company and C. L. King, Jr. into the Bench Canal along with their own water and then transmit it down the canal to the point where it is turned to the said Riddle and King ditches, with the understanding that the Riddle Ditch is to get enough water turned out so that there will be 2.56 cfs at the head of the Riddle Ditch and that the King ditch is to get 1.64 cfs at the head of said ditch. This method of delivery seems to be giving satisfaction to most of the local water users but there are one or two who are not satisfied and threaten to bring legal action to force a change.

Also, as mentioned above in the first part of this letter there was a disagreement as to the division of water among the stockholders of the Bench Irrigation Company. Some of them claimed the application water to be as good as the primary water and superior to the 4th Class water. And this was disputed by others. Now Mr. Cole and myself held that according to the Decree the 4th Class water right had an earlier priority than the application water and therefore was superior to it. But if this method of delivery is strictly adhered to the water of Coyote Creek would not give as beneficial results as if the water is divided in the same manner during the whole season. This is explained further in the next paragraph.

The main disagreement was between the water users in what is called the upper ditch and all other users in the Bench Irrigation Company hereafter called the upper ditch users and the lower users. It appears that the stock of the Bench Irrigation Company is owned by these users about as follows.

70 shares (or acres) per cfs.

Upper Ditch Users own 20 5/7 shares of Class A stock or .30 cfs for a 100% creek. and about 2/3 of the Class B stock or 2/3 of the 4th Class right and application water of the Company. So that when the Coyote Creek furnishes 100% of the total rights of the company the upper ditch users would be entitled to the following amount of water.

From Class A stock	- - - - -	0.30 cfs
From Class B Stock	2/3 of 4.2 cfs of 4th Class right	2.80 "
" " B "	2/3 of 11.34 cfs application water	7.56 "
Total for upper Ditch users	- - - - -	10.66 "

And under this same condition All other Stakeholder users would have as follows;

From Class A stock	5.21 cfs minus 0.30 cfs for upper users	4.91 cfs
From Class B stock	1/3 of 4.2 cfs plus 1/3 of 11.34 cfs	5.18 "
Total for lower users	- - - - -	10.09 "

Now if Coyote Creek is flowing say 14 cfs. 2.56 plus losses of about 0.5 cfs must go to the Riddle Ditch users and 1.64 cfs plus losses of about 0.4 cfs must go to the King ditch under the agreement mentioned heretofore in this letter

leaving a balance for all Bench Creek users of 9.9 cfs. This will furnish to the upper and lower users water as follows;

Upper users	0.30 cfs for Class A stock and $\frac{2}{3}$ of 0.5 cfs for Class B --	0.63 cfs
Lower users	9.1 cfs for Class A stock and $\frac{1}{3}$ of 0.5 cfs for Class B --	9.27 "
Total	- - - - -	9.90 "

An inspection of these propositions reveals that during periods when Coyote Creek is flowing well the upper users have a right that is altogether too much for their economical use and when Coyote Creek is flowing fairly low, which is around 14 cfs, their right is so low that they cannot get along with it that is they cannot mature crops with it. And the Lower users when Coyote Creek is flowing fairly high or at 100% will get only 10.09 cfs and during the early spring when this condition usually exists they need much more than this to get their crops started and later on they will need less than they do in the early spring. In other words if the stream could be divided with a constant ratio both the upper and lower users would be benefited.

And in accordance with the theory expressed in the preceeding paragraph it was attempted to get such an agreement. Mr. Herbert Gleave and J. Lerue Ogden were appointed as an arbitration Committee to try and arrange such an agreement. And after much arguments pro and con and several meetings of water users during which time several agreements were proposed it was finally decided to divide the water according to the following agreement:~~which represents the agreement entered into~~

AGREEMENT

BENCH IRRIGATION COMPANY

THIS AGREEMENT made and entered into this _____ day of _____, 1940 by the undersigned stockholders of the Bench Irrigation Company.

WITNESSETH, THAT WHEREAS there has been a difference of opinion as to the rights to the use of the water belonging to the Bench Irrigation Company;

AND WHEREAS, the undersigned stockholders are desirous of entering into an agreement which will settle this dispute;

NOW THEREFORE, it is hereby mutually agreed as follows:

1. That the following named stockholders are users of water in what is known as the upper ditch, towit., Alonzo Black, Clyde Woodard, B. L. Mathews and Merrill & Wayne King hereinafter known as Group No. 1 and that the balance of the stockholders are hereinafter known as Group No. 2.

2. That except as hereinafter stated it is hereby agreed that the above named stockholders of Group No. 1 are entitled to have delivered to them as their share of the water recieved by the Bench Irrigation Company and measured at the head of the upper ditch one fifth of said water measured at the same point and that Group No. 2 shall recieve four fifths of said water measured at the same point; that if any member of Group No. 2 shall take water out of the canal above said measuring point then this action shall not affect or change the amount of water owned and delivered to said Group No. 1.

3. That the Bench Irrigation Company will install and maintain a suitable structure at or near the head of the said upper ditch, which will automatically divide the water of said company as above outlined, viz. one fifth to Group No. 1 and four fifths to Group No. 2.

4. That the water entering the Bench Canal shall be divided as set out in paragraphs 2 and 3 above except that after the high water season is over, which highwater season is usually in May or June but sometimes may be in April, if the amount of water entering the Bench Canal measured at the head of the upper ditch shall recede in volume to 10 second feet or less then the above Group No. 1 shall receive only as much water as their ownership of Class A water stock of the Bench Irrigation Company shall entitle them and that the balance of the 10 second feet or less shall be delivered to Group No. 2.

5. That Group No. 2 shall deliver to the Riddle Ditch Company 2.56 second feet of water at the point of diversion of said Riddle Ditch from Coyote Creek and to the head of the King Ditch 164 second feet of water measured at said head of the King Ditch according to that certain agreement now existing between the Bench Irrigation Company and the owners of water in the said Riddle Ditch and King Ditch. This water shall be delivered out of the water owned by Group No. 2 above and out of the 10 second feet or less entering the canal as set out in paragraph No. 4 above.

whereof

In witness, we have set our hands the year and date above given.

(Signed) Clyde H. Woodard

(Signed) Alonzo Black

The above two names are the only ones signed to the above agreement. Previously an agreement similar to the above with the exception that no mention was made of the high water season had been drawn and had been signed by nearly all of the stockholders of the Bench Irrigation Company except the above two signers. Then it was deemed necessary in order to get an agreement that would be satisfactory to all stockholders to insert the high water element as in the above agreement. This agreement was given to officials of the Bench Irrigation Company for the purpose of obtaining signatures of the other stockholders, but before said signatures could be had there was a movement on by some of the users of water under the Riddle Ditch to take legal action regarding the ownership of the 4th Class rights above mentioned and so the stockholders refused to sign any agreement until this matter was settled. And that is the status of the matter at the present time.

However, the agreement above given represents the actual agreement entered into by the stockholders of the Bench Irrigation Company. This agreement was made on the banks of the Bench Canal by the Board of Directors of the Bench Irrigation Company and the arbitration Committee mentioned above, viz., Herbert Gleaves and J. Lerue Ogden. Previously and also soon after, this agreement was agreed to by the users mentioned in the above agreement as Group No. 1. And on July 15, 1940 in conformity with the above agreement the wooden 6 foot rectangular weir near the head of the upper ditch was remodeled under the direction of J. Lerue Ogden, Sevier River Water Commissioner so that the upper ditch received one fifth and the balance of the water users received four fifths of the flow of the Bench Canal and out of the four fifths

of the stream the Riddle Ditch and the King ditch recieved 2.56 cfs and 1.64 cfs respectively at the heads of said ditches.

This method of distribution has been folowed since the remodelling of the weir mentioned above and has seemed to give satisfaction as far as the undersigned has been able to tel and it seemed that all the trouble on Coyote Creek between the water users thereof had been settled amicably.

However, since this letter was begun I have been informed by the President and watermaster of the Bench Irrigation Company that certain of the water users have retained Mr. Henry E. Beal, Attorney at Law of Richfield, Utah to obtain for them their 4th Class rights. And today (Jan. 30, 1941) I have had a talk with Mr. Beal and have informed him of the conditions on Antimony or Coyote Creek especially of the fact that the water is being run through the Bench Canal and redelivered to the Riddle and King Ditches and that the water saved was retained by the Bench Irrigation Company under the agreement mentioned above and he seemed to agree, pending further investigation and further talks to his clients, that the way the water is being handled under the circumstances is according to law. However, he thinks as I do that the agreement should have been carried into the decrees regulating the distribution of water.

I have written this letter and submitted these facts for the Sevier River Distribution files so that they might be kept for future reference.

Very truly yours,

J. Lerue Ogden
Commissioner.

